

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT  
701 COMMERCE STREET  
DALLAS, TEXAS 75202

ARTHUR M. ALBIN  
General Counsel

214-651-6740

RECORDATION NO. 12076-14 Filed 1425

MAY 1 1984 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

Mr. James Bayne  
Acting Secretary  
Interstate Commerce Commission  
12th and Constitution Ave., N.W.  
Washington, DC 20423

No. 4-122A062

Date MAY 1 - 1984

Fee \$ 10.00

ICC Washington, D. C.

In reply refer to: 410.043-55

April 27, 1984

Re: Partial Release of Conditional Sale Agreement  
between General Motors Corporation (Electro-Motive  
Division) and Missouri-Kansas-Texas Railroad Company,  
dated June 18, 1980; assigned to Texas Commerce Bank  
National Association.

Dear Mr. Bayne:

I have enclosed an original and four (4) counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Partial Release, a secondary document, dated as of the 24th day of April, 1984.

The primary document to which this is connected is a Conditional Sale Agreement recorded under Recordation No. 12076.

The names and addresses of the parties to the document are as follows:

Purchaser:	Missouri-Kansas-Texas Railroad Company 701 Commerce Street Dallas, TX 75202
Seller (Assignee):	Texas Commerce Bank National Association P. O. Box 2558 Houston, TX 77001

A description of the equipment covered by the document follows:

One Model SD40-2 Diesel Electric Locomotive, 3000 hp, bearing MKT's road number 628.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned, or the bearer of this letter if hand delivered, for distribution to the parties.

**MISSOURI-KANSAS-TEXAS RAILROAD COMPANY**

**LAW DEPARTMENT**

Mr. James Bayne

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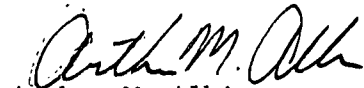
April 27, 1984

A short summary of the document to appear in the Index follows:

Partial Release of Conditional Sale Agreement originally executed by and between Missouri-Kansas-Texas Railroad Company and General Motors Corporation (Electro-Motive Division) which assigned same to Texas Commerce Bank National Association, covering One (1) Model SD40-2 Diesel Electric Locomotive, 3000 hp, bearing MKT's road number 628.

I certify that I have knowledge of the foregoing.

Yours very truly,



Arthur M. Albin,  
General Counsel

AMA:vas  
Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

5/1/84

OFFICE OF THE SECRETARY

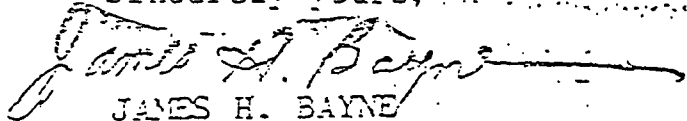
Arthur M. Albin  
Missouri-Kansas-Texas RR.Co.  
701 Commerce Street  
Dallas, Texas 75202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/1/84 at 10:35am and assigned re-recording number(s). 12076-A

10797-A

Sincerely yours,

  
JAMES H. BAYNE

Secretary

Enclosure(s)

SE-30  
(7/79)

MAY 1 1984 - 10 55 AM

P A R T I A L   R E L E A S E INTERSTATE COMMERCE COMMISSION

WHEREAS, GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), a Delaware corporation, as manufacturer (hereinafter called "Manufacturer"), did execute and enter into that certain Conditional Sale Agreement with MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, as purchaser (hereinafter called "Railroad"), dated as of the 18th day of June, 1980, and by Agreement and Assignment of even date by and between the Manufacturer, the Railroad, and TEXAS COMMERCE BANK NATIONAL ASSOCIATION (hereinafter called the "Bank"), as assignee, the Manufacturer did assign to the Bank all its right, title and interest in and to the Ten Model SD40-2, 3000 hp, Diesel Electric Locomotives bearing Railroad's road numbers 619 through 628, both inclusive, covered by the Conditional Sale Agreement; and

WHEREAS, said Conditional Sale Agreement and Agreement and Assignment was filed with the Interstate Commerce Commission on June 18, 1980, and assigned Recordation No. 12076; and

WHEREAS, the Agreement and Assignment permitted the Railroad to prepay its indebtedness as to any Locomotive sustaining a casualty, as provided therein, and thereby secure the release of the Bank's right, title and interest as to any such Locomotive covered by such a prepayment; and

WHEREAS, due to the casualty sustained by Locomotive Unit No. 628, Railroad has paid to Bank all sums of money required of it to be paid and wishes to have clear title to salvage of said Locomotive Unit No. 628;

NOW, THEREFORE, in consideration of the premises and the full compliance by Railroad with the terms and provisions of said Agreement and Assignment, the Bank does hereby release and surrender all its right, title, lien, and interest in and to Locomotive Unit No. 628; subject, however, to the Bank retaining any rights it may have to be indemnified as provided in said Agreement and Assignment.

PROVIDED, HOWEVER, that this release is given solely as a Partial Release and that all right, title, lien, and interest currently in effect as to all other Locomotives covered under the terms and provisions of the aforesaid Agreement and Assignment shall not be released hereby but shall be and remain in full force and effect and shall in no manner be impaired or affected by any of the provisions hereof.

IN WITNESS WHEREOF, Texas Commerce Bank National Association has caused this Partial Release to be executed by its duly authorized officer this 24<sup>th</sup> day of April, 1984.

TEXAS COMMERCE BANK NATIONAL ASSOCIATION

By: [Signature]  
Senior Vice President

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By: [Signature]  
Vice President  
Executive Vice President-Financial

PAULA PROKO  
Notary Public, State of Texas  
6-27-87

THE STATE OF TEXAS:

Before me, the undersigned, a Notary Public in and for said State, on this day personally appeared Thomas R. Cox, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a banking institution, and that he has executed the same as the act of such banking institution for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 24 day of April, 1984.

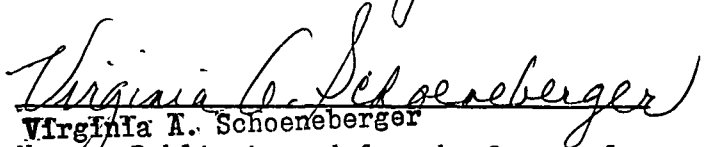
[Signature]  
Notary Public in and for the State of Texas

My Commission expires: 6-27-87.

THE STATE OF TEXAS:

Before me, the undersigned, a Notary Public in and for said State, on this day personally appeared Karl R. Ziebarth, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 26<sup>th</sup> day of April, 1984.

  
Virginia A. Schoeneberger  
Notary Public in and for the State of  
Texas

My Commission expires: 9-24-86.